

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Amendment #1 to M-401-03/PWM with de la Parte & Gilbert**DEPARTMENT:** Administrative Services**DIVISION:** Purchasing and Contracts**AUTHORIZED BY:** Frank Raymond**CONTACT:** Bob Hunter**EXT:** 7119**MOTION/RECOMMENDATION:**

Approve Amendment #1 to M-401-03/PWM with de la Parte & Gilbert of Tampa, Florida, to change the payment of services as Not-To-Exceed the annual budget adopted by the Environmental Services Department for legal services related to environmental permitting, and to increase rates as identified in the revised Exhibit B included within the Amendment. In addition, extend the current term by two years through November 30, 2010 with two (2) additional two-year options for renewal and authorize the County Attorney to execute the Amendment.

County-wide

Ray Hooper

BACKGROUND:

M-401-03/PWM provides legal services for permitting environmental services projects, including, but not limited to, consumptive use permit renewals, water and wastewater treatment facilities, alternative water products and related facilities. On October 28, 2003, the Board agreed to waive the procurement process and to award this Agreement to de la Parte & Gilbert of Tampa, Florida. Since the issuance of the current Work Order #5 for CUP Renewal Permitting on January 17, 2007, there have been significant changes to the CUP permitting requirements which have increased both the need and cost for these services.

In order to meet these additional requirements, staff has recommended a change to the method for requesting services under the Agreement and a change to the payment of services as Not-To-Exceed the annual adopted by the Environmental Services Department for legal services related to environmental permitting. de la Parte & Gilbert has continued to bill at the 2003 rates through March 6, 2008, and has submitted a request for a rate increase included as the revised Exhibit B within the attached Amendment. The County Attorney's Office has reviewed and approved this request for rate increase.

The current term of the Agreement shall expire on November 23, 2008 and it provides no renewal periods. Through this Amendment, the County Attorney's Office has requested to extend the current term of the Agreement by two years through November 30, 2010, and to provide for two (2) additional two-year options for renewal.

STAFF RECOMMENDATION:

Staff recommends that the Board approve Amendment #1 to M-401-03/PWM with de la Parte & Gilbert of Tampa, Florida, to change the payment of services as Not-To-Exceed the annual budget adopted by the Environmental Services Department for legal services related to environmental permitting, and to increase rates as identified in the revised Exhibit B included within the Amendment. In addition, extend the current term by two years through November 30, 2010, with two (2) additional two-year options for renewal and authorize the County Attorney to execute the Amendment.

ATTACHMENTS:

1. M-401-03 First Amendment with de la Parte

Additionally Reviewed By:

☒ County Attorney Review (Robert McMillan)

**FIRST AMENDMENT TO LEGAL SERVICES CONSULTANT AGREEMENT (M-401-03/PWM)
ENVIRONMENTAL PERMITTING SERVICES**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 24th day of November, 2003, between **DE LA PARTE AND GILBERT, P.A.**, whose address is 101 E. Kennedy Boulevard, Suite 3400, Tampa, Florida 33601, hereinafter referred to as "ATTORNEY", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, ATTORNEY and COUNTY entered into the above referenced Agreement on November 24, 2003 for legal services related to environmental permitting; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 19 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 2 of the Agreement is amended to read:

SECTION 2. REQUESTS FOR SERVICE.

(a) Requests for performance of professional services by ATTORNEY under this Agreement shall be made in writing by the County Attorney or his designee on behalf of COUNTY. Each Request for Services shall describe the services required, state the dates for commencement and completion, and state limitations on the Scope of Services or on the amount of compensation, if any. COUNTY makes no promise as to the number of service requests or that ATTORNEY will perform any services

for COUNTY under this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

(b) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. COUNTY designates the County Attorney as its representative to whom all communications pertaining to the day to day conduct of the Agreement should be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(c) Expiration of the term of this Agreement shall have no effect upon Requests for Service issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Request for Service. No additional Requests for Service may be issued after the expiration of this Agreement nor may any Requests for Service that survives expiration of the Agreement term be amended to add additional services beyond those expressed prior to the Agreement termination.

2. Section 5 of the Agreement is amended to read:

SECTION 5. PAYMENT FOR SERVICES AND BILLING.

(a) In consideration of the promises and the faithful performance by ATTORNEY of his obligations, COUNTY agrees to pay ATTORNEY a fee based on a "Time Basis Method". ATTORNEY shall be compensated at the rates as shown on Exhibit "B", attached, for all services authorized and performed. The annual compensation paid to the ATTORNEY under this Agreement shall not exceed the annual amount budgeted by the COUNTY for legal services related to environmental permitting.

(b) Requests for services may contain a "Limitation of Funds" amount. The ATTORNEY is not authorized to exceed that amount without the prior approval of COUNTY. The approval, if given, shall be in writing and indicate a new "Limitation of Funds" amount.

(c) In lieu of, or in addition to, establishment of a "Limitation of Funds" amount, COUNTY may provide for a "Not to Exceed" amount for any Request for Service.

(d) COUNTY shall compensate ATTORNEY for the actual work hours required to perform the services authorized. Actual work hours shall not include compensation for travel time between the offices of ATTORNEY and Seminole County. Payment shall be made to ATTORNEY when requested as work progresses but not more than once monthly for services rendered. ATTORNEY shall provide an itemized invoice based on actual services rendered including, but not limited to, the following information:

(1) The name and address of ATTORNEY;

(2) Contract Number;



(3) A complete and accurate time record of services performed by ATTORNEY in increments of one-tenth (1/10) of an hour for all services performed by ATTORNEY during that month and for which COUNTY is billed and the name of the individual performing each service;

(4) A description of the services rendered in (3) above, corresponding to the one-tenth (1/10) time increments with sufficient detail to identify the exact nature of the work performed. As an example of the specificity required, it would not be appropriate to simply list the service performed as "research"; rather, it is required that the specific matter being researched be defined in such detail as would permit a determination being made as to the necessity for the research and whether the time attributable to it is reasonable; and

(5) Such other information as may be required by this Agreement or requested by COUNTY from time to time.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772-8080

Duplicate copies of the invoice shall be sent to:

County Attorney's Office
County Services Building
1101 E. First Street
Sanford, Florida 32771

Environmental Services Department
500 W. Lake Mary Blvd.
Sanford, Florida 32773-7441

(e) Reimbursable expenses shall be paid in addition to the payment due under subsection (d) above and shall include actual expenditures made by ATTORNEY, his employees or his professional consultants in the interest of the work effort for the expenses listed in the following subsections:



(1) Expenses of transportation, when traveling in connection with case assignments based on Sections 112.061(7) and (8), Florida Statutes, or their successor; long distance calls and facsimile transmissions.

(2) Expense for reproductions, postage and handling of material associated with the work effort.

(3) If authorized in writing in advance by the COUNTY, the cost of other expenditures made by ATTORNEY in the interest of the work effort.

3. Section 8 of the Agreement is amended to read:

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until November 30, 2010. This Agreement may be renewed by mutual agreement of the parties for two (2) additional two (2) year terms.

4. Exhibit "A" of the Agreement is deleted and replaced by the new Exhibit "A" attached hereto.

5. Exhibit "B" of the Agreement is deleted.

6. Exhibit "C" of the Agreement is deleted and replaced by the new Exhibit "B" attached hereto.

7. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

DE LA PARTE & GILBERT, P.A.

Witness

Print Name

Witness

Print Name

By: _____

EDWARD DE LA PARTE, JR.

Date: _____



SEMINOLE COUNTY, FLORIDA

Witness

Printed Name

Witness

Printed Name

By: _____

ROBERT A. MCMILLAN
County Attorney

Date: _____

As authorized for execution by
the Board of County Commissioners
at its _____, 20____
regular meeting

AEC/lpk/ljp
3/5/08 3/6/08

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Attachments:

Exhibit "A" - Scope of Services
Exhibit "B" - Rate Schedule

EXHIBIT "A"

M-401-03/PWM

SCOPE OF SERVICES

Provide legal services to the COUNTY as required for permitting environmental services projects, including, but not limited to, consumptive use permit renewals, water and wastewater treatment facilities, alternative water projects and related facilities, litigation, and advise and facilitate pertaining to the issuance of the St. John's River Water Management District (SJRWMD) 5.5 MGD (average day) consumptive use permit (CUP) to Seminole County.



EXHIBIT "B"

M-401-03/PWM

RATE SCHEDULE

Position	Hourly Billing Rates
Edward de la Parte, Jr.	\$225
Senior Attorneys	\$200
Associate Attorneys	\$175
Law Clerks	\$125
Paralegals	\$110

